

**EUCALYPTUS GROVE HOMEOWNERS ASSOCIATION**  
**BOARD OF DIRECTORS MEETING AGENDA**  
**THURSDAY, MARCH 13TH, 2025 (6PM)**  
**In person 7610 Hollister Meeting Room & Via Zoom**

**Join Zoom Meeting\*\*** <https://us02web.zoom.us/j/87611166174> **Passcode: EG7610**  
**Meeting ID: 876 1116 6174 / • +1 669 444 9171 / Hit \*6 to unmute**

- 1. CALL BOARD MEETING TO ORDER – CONFIRMATION OF QUORUM**
- 2. REQUEST BY OWNERS IN ATTENDANCE / VIA CORRESPONDENCE / PHONE –**  
Open Forum (unless it's an emergency, it will be put on next month's agenda); Board to consider request & possibly vote. Each unit has 3 minutes to address their concern to the Board.
- 3. APPROVAL OF PRIOR MEETING MINUTES**  
**February 20th, 2025:**  
[2025.02.20 EGHOA Meeting Minutes](#)  
[2025.02.20 EGHOA Executive Session](#)
- 4. TREASURER, OFFICERS & COMMITTEES**
  - a. Reading of the Treasurer's Report. See attached Financial Summary & Balance Sheet
    - I. Operating Expenses are about 86.3% of the budget through the end of last month on an accrual basis.
    - II. Paid from reserves: \$0 for the month of February.
    - III. Suggested Motion: Move to approve the Treasurer's report as read and confirm the Board has reviewed all financial information each month as required by Civil Code Section 5500 including, but not limited to, the Association's check register, monthly general ledger, and delinquent assessment receivable reports. Furthermore, as required by Civil Code Section 5380, the Board has approved all transfers of funds to and from the Association's bank accounts, and with any two authorized signers on the Association's bank accounts, transfer of funds from reserves in an amount necessary to pay for expenditures as otherwise approved by the Board.
  - b. Landscape recommendations & proposals
  - c. Committees (Grounds, EV Solar, Architectural, Website, etc.)
  - d. Vendor evaluations

**PRIORITY ITEMS THAT NEED TO BE DISCUSSED/RESOLVED:**

Old business: 5 a, b, d and e

New business: 6 a, b, c, d and e

**5. OLD BUSINESS (Board to consider, review and possibly vote on...)**

- a. Updating the governing documents: New attorney hired to evaluate alternative and newly added CC&R provisions. Follow up from Craig.
- b. 7626 - ins. claim: Rev'd \$457,742.38; Submitted on 10/17/24 for retainer / depreciation and supplemental disbursement from carrier. Insurance adjuster approved added reimbursement, but the check has not yet been received. Follow up from Joseph.
- c. Storage room at 7610: Mold remediation and remodeling completed. Storage room is ready for vendor use. Status on shipping container.
- d. Repairs: roof; dry rot; siding, painting; gutter cleaning. DG paths, Sidewalks, etc:
- e. Approval and/or ratification of proposals & invoices (if any);
- f. Access control updates to gates, gym & pool. Survey of active cards & clickers issued.
- g. Pool facilities & sauna; other related issues; handicap seating. Pool drinking fountain to be replaced. Cleaning services switched back to Master Clean April 1.

- h. Signs: Address, speed limit, no trespassing, pool area, etc. Spa Rules and Caution Sign replacement. Large pool sign replacement on pool house to be reviewed.
- i. EV charging stations
- j. Inspection of elevated walkways & balconies - by Focused Group; need for follow up.
- k. Ins claim re: former owner #264 (Tami Jauchen)

## **6. NEW BUSINESS (Board to consider, review and possibly vote on...)**

- a. Frontier upgrade to 100% Fiber up to 7 Gig - Follow up from Colin.
- b. Window replacement responsibility and review previous decision regarding 7636.
- c. Leak and roof repair at 7634 (unit 127; Simmons, unit 256; Chen, unit 356; Wu).
- d. Reimbursement claim from unit 229 (Schaff); 7626 tree fall incident.
- e. Replacement of stair treads & brackets
- f. Code of Conduct policy
- g. Internet at the Gym
- h. Other items to be put on next month's agenda

## **7. EXECUTIVE SESSION**

If needed: (Executive Session may only be used to discuss litigation, contracts with 3rd parties, member discipline, personnel, an owner's request to discuss payment of assessments, foreclosures, disability requests, legal advice, censure of a director, or mental illness of a member); levying fine

- Late payers through end of last month (balances of \$500 or more)
- Internal Dispute Resolution / Levy fines / Bankruptcy / Foreclosure / Small Claims / Write off

## **8. ADJOURNMENT**

**Next Meeting: Thursday April 10th, 2025, 6PM, 7610 Hollister Meeting Room & via Zoom**

**Ferguson Management Group (805) 348-4078  
27 W. Anapamu St., Suite 170 Santa Barbara, CA 93101  
Email: [TheGrove@fmgsb.com](mailto:TheGrove@fmgsb.com)**



**EUCALYPTUS GROVE HOMEOWNERS ASSOCIATION**  
**BOARD OF DIRECTORS MEETING MINUTES**  
**THURSDAY, FEBRUARY 20TH, 2025 (6PM)**  
**In person 7610 Hollister Meeting Room & Via Zoom**

**SUBJECT TO BOARD APPROVAL - Revised 2/27/25 1:35pm**

**1. CALL BOARD MEETING TO ORDER – CONFIRMATION OF QUORUM**

Meeting was called to order at: 6:00pm

**Board Members present**

Craig Nicholson - President  
Joe Mora - Vice President  
Cathy Leyva - Secretary  
Colin Smith - Member-at-Large

**Managers & Employees present:**

Joseph Ferguson, of Ferguson  
Property Management  
Julia Ambat, Scribe

**Homeowners present:**

Valerie & Tom Doty #219  
Tamara Simmons #127  
Annette Winter # 260  
Ed Chen #256  
Kimberly Ray #135  
Mark Wu #356  
Chris Hall #351  
Margaret Granger #134

**2. BOARD RESIGNATION - APPOINTMENT OF INTERIM REPLACEMENT DIRECTOR**

On Feb.10, Tamara resigned her position as Director. Craig thanked Tamara for her years of service and moved to appoint Tom Doty as interim Director. Joe seconded, and the motion was unanimously approved. Craig then nominated Tom to serve as Treasurer. Joe seconded. The nomination was unanimously approved.

**3. REQUEST BY OWNERS IN ATTENDANCE / VIA CORRESPONDENCE / PHONE –**

Open Forum (unless it's an emergency, it'll be put on next month's agenda); Bd to consider request & possibly vote. Each unit has 3 minutes to address their concern to the Board.

Chris Hall: thanked Enviroscaping for cleaning the slope next to the school; noted her observation of fewer problems this month (such as burnt-out lights) attributing that to Grove's caretaker's good work; requested the replacement of the gas enclosure door at 7630; and reminded the Board of the desire to limit speakers' time, offering to supply a timer.

Ed Chen: raised concerns about the leak at 7634 discussed in item 6d. He reported moisture detected on one wall and requested a decision on responsibility, as well as an investigation into potential mold remediation if necessary. He asked to be included in any mold inspections or remediation conducted for other units.

Mark Wu: reiterated Ed's concerns regarding the leak and mold investigation.

Unit #111: a request was made to temporarily place a trash bin in the carport of Unit #111 for 1-2 weeks to facilitate a cleanout due to the owner being in hospice. Joe moved to approve the request, Cathy seconded, and the motion was approved.

**4. APPROVAL OF PRIOR MEETING MINUTES (12/5/24 exec, 12/12/24, 12/16/24, 12/20/24, 1/09/25)**

**December 5th:**

2024.12.05 Special EGHOA Meeting

Joe moved to approve the minutes; Colin seconded. This was unanimously approved.

2024.12.05 Special EGHOA Executive Session

Craig moved to approve the minutes; Joe seconded. This was unanimously approved.

**December 12th:**

2024.12.12 EGHOA Meeting

Joe moved to approve the minutes; Colin seconded. This was unanimously approved.

2024.12.12 EGHOA Executive Session



Joe moved to approve the minutes; Colin seconded. This was unanimously approved.

**December 16th:**

2024.12.16 Special EGHOA Meeting

Joe moved to approve the minutes; Colin seconded. This was unanimously approved.

2024.12.16 Special EGHOA Executive Session

Joe moved to approve the minutes; Colin seconded. This was unanimously approved.

**December 20th:**

2024.12.20 Special EGHOA Meeting

Craig moved to approve the minutes; Colin seconded. This was unanimously approved.

2024.12.20 Special EGHOA Executive Session

Craig moved to approve the minutes; Colin seconded. This was unanimously approved.

**January 9th, 2025:**

2025.01.09 EGHOA REGULAR Session Meeting Minutes

Craig moved to approve the minutes; Joe seconded. This was unanimously approved.

(There wasn't time for an executive session).

**5. TREASURER, OFFICERS & COMMITTEES**

a. To conform to the CA Civil Code and prepare a correct, valid financial statement that is properly reconciled to the annual budget, this required the Board adopt an amended accrual-based 2025 annual budget. Craig moved to amend the 2025 annual budget as required; Joe seconded and motion passed unanimously.

b. Reading of the Treasurer's Report. See attached Financial Summary & Balance Sheet

Operating Expenses are about .9% under budget thru end of last month on an accrual basis.

II. Paid from reserves: Beachside \$2,308.38 – Replaced the dry rotted siding at the staircase going up to unit #344. Pre-primed siding and redwood trim pulled from stock.

III. Suggested Motion: Move to approve the Treasurer's report as read and confirm the Board has reviewed all financial information each month as required by Civil Code Section 5500 including, but not limited to, the Association's check register, monthly general ledger, and delinquent assessment receivable reports.

Furthermore, as required by Civil Code Section 5380, the Board has approved all transfers of funds to and from the Association's bank accounts, and with any two authorized signers on the Association's bank accounts, transfer of funds from reserves in an amount necessary to pay for expenditures as otherwise approved by the Board.

Joseph reviewed the financial reports, noting that there are now three financial accounts: separate Operating and Reserve accounts, plus an additional operating money-market to save for anticipated large expense items (insurance premiums & estimated taxes), which is earning some interest (2.8%).

The budget format has shifted from the largely cash-basis used by Bartlein to an accrual basis, as required by the CA Civil Code. Craig moved to accept the treasurer's report as read, along with the suggested motion.

Joe seconded, and the motion was unanimously approved.

b. Landscape recommendations & proposals: tree work; mulch;

Joe provided a landscaping report, noting that he is monitoring drainage areas to prevent backups or flooding due to recent rain. He is also working on the railroad cleanup and has requested an additional 100 yards of mulch and the cost of its distribution, totalling \$8,500. Craig moved to approve the proposal for 100 yards of mulch to cover exposed drip lines, suppress weed growth, and retain soil moisture. Colin seconded, and the motion was unanimously approved, with Joe abstaining.

Additionally, Joe proposed relocating the smoking area near 7610 to the bike rack area by the parking lot, as the smoke is affecting the units in 7610, noting if approved that there would be no cost to the association for the move. Craig moved to approve the relocation, and Joseph will send an email to notify owners, allowing them time to retrieve their bikes. Tom seconded the motion. The motion was unanimously approved, with Joe abstaining.



c. Committees (Grounds, EV Solar, Architectural, Website, etc.)

Cathy requested reinstating a landscaping committee, which had been in place previously. She proposed including an invitation to join in the upcoming newsletter to encourage owner participation.

d. Vendor evaluations

Ashley (pool monitor) was commended for working with Tropical Pools for them to replace the spa filters more frequently and improve the water quality. The HOA recently received the annual health permit and Ashley laminated and posted it for the association.

Craig thanked Jim (caretaker) for his ongoing efforts with various owner requests, ensuring the lights are functioning and working with Joseph on access card & clicker distribution.

Craig expressed gratitude to Julia (scribe) for her extra work with special meetings, the annual meeting, the website, and the February issue of the Newsletter.

Craig commended Joe and Enviroscaping for their efforts during the rain and helping Joseph with local site issues.

Cathy as Secretary requested to take over editing the newsletter, as she had done previously during her time on the board, with Julia acting as her backup. Craig moved to appoint Cathy as the editor of the newsletter, Joe seconded, and the motion was unanimously approved.

Regarding Big Green, their service has consistently not met the standards set by the previous vendor, Master Clean, or the terms of their contract. Craig moved to issue a 30-day notice and to explore having Master Clean return as the new vendor. Cathy seconded, and the motion was unanimously approved.

#### **PRIORITY ITEMS NEED TO BE DISCUSSED / RESOLVED:**

Old Business: 5 #a, b, d, e

New Business: 6 #a, b, c, d, e

#### **6.. OLD BUSINESS (Board to consider, review and possibly vote on...)**

a. Updating the governing documents: Draft #3 received from atty; requested amendment. New attorney to evaluate alternative CC&R provisions.

The board discussed hiring a new firm to handle part of this stalled project. Craig reached out to Jim Smith, to review the alternative provisions the board had repeatedly requested from Adams-Stirling and were most concerned about, evaluating them based on the civil code, existing CC&Rs, and building plans. Jim, a former HOA attorney for the Grove, agreed to conduct this targeted review. The minimum retainer is \$1,375 for 2.5 hours of work, and Jim expressed some initial confidence his review could be expedited.

Craig moved to retain Jim solely for the purpose of evaluating these provisions, plus others not addressed in the 3rd draft. Joe seconded the motion. Joseph inquired whether Adams Stirling would be willing to represent the document if an outside attorney edited it, and the consensus was that they likely would not. The votes were as follows: Tom, Cathy, Jim, and Craig voted in favor, while Colin voted against. The motion passed.

b. 7626 - ins. claim: Rev'd \$457,742.38; Submitted on 10/17/24 for allowable recoverable depreciation and supplemental disbursement from carrier. Status update from adjuster

The insurance adjuster approved added reimbursement, but the check has not yet been received. Last update was from James (Bartlein) on 2/13 requesting a status update. Joseph will follow up directly on this matter.

c. Storage room at 7610: remediation status; Shipping container continue needed?

Blue Sky completed mold remediation, and Beachside handled the repairs. The storage room is now ready for vendor use. Beachside began clearing out the shipping container. The shipping container will be removed once the materials are relocated to the store room, saving the association \$1,200 annually.

d. Repairs: roof; dry rot; painting; gutter cleaning

A light by 7626/7624 is malfunctioning and trips the breaker when turned on. Enviroscaping will dig up the area so Beachside can perform the necessary electrical work.



For roof and chimney repair at 7634, it appears the flashing and siding around the chimney need repair due to storm damage, and additional work may need to be done. If so, it may be best to also replace the entire roof at this time, if warranted. Proposals for leak repair and roof replacement are being obtained, and will be considered. All roofs are a reserve expenditure, and 7634 was scheduled for replacement in 2031.

e. Approval and/or ratification of proposals & invoices (if any); Master Clean; Hollister & Brace

Master Clean submitted an updated proposal for cleaning services that does not include the added fees charged by Big Green. Complaints against Big Green were their failure to properly clean sauna & trash bins, or restock dispensers, etc. Cathy motioned to accept the Master Clean proposal for \$1,430/month to replace Big Green at the end of March. Colin seconded. The motion was unanimously approved.

Beachside \$24,790.85 - Invoice from December for gas line repair at 7630. Craig moved to ratify. Joe seconded. This was unanimously approved.

Blue Sky \$5,245.32 - Invoice for mold remediation in the storage room. Craig moved to ratify. Colin seconded. This was unanimously approved.

Clear View \$4,895 - Invoice for gutter cleaning. Craig moved to ratify. Joe seconded. This was unanimously approved.

Beachside \$2,308.38 - Invoice for siding repair at 7630. Craig moved to ratify. Colin seconded. This was unanimously approved.

Enviroscaping \$3,253.35 - Invoice for gas line repair assistance at 7630. Craig moved to ratify. Cathy seconded. The motion passed with Joe abstaining.

Enviroscaping \$4,660 - Invoice for sidewalk repair and replacement near 7632. Craig moved to ratify. Cathy seconded. The motion passed with Joe abstaining.

Enviroscaping \$2,765 - Invoice for power washing on stairways. Craig moved to ratify. Tom seconded. The motion passed with Joe abstaining.

Mark Crane Tree \$15,000 - Invoice for tree removal at 7640 and trimming of trees overhanging the railroad near 7628. Craig moved to ratify. Colin seconded. This was unanimously approved.

f. Access control updates to gates, gym, & pool. Survey of active cards and clickers issued.  
Discussion tabled.

g. Pool facilities & sauna; other related issues; handicap seating

Recently, there have been a lot of cigarette butts outside the fence by the jacuzzi, and it is considered a safety issue. The Grounds Committee will discuss further, but the best remedy was to enforce the no smoking policy.

Cathy moved to approve the purchase of the Elkay ADA Wall Mount Single Level Soft Sides Fountain to replace the one at the pool house for \$1,019. Joe seconded. This was unanimously approved.

h. signs: address, speed limit, no trespassing, pool area, etc. Spa rules sign replacement

Cathy volunteered to work on replacing the spa rules sign to ensure it contains accurate information. Craig had a rough draft and showed the Caution sign required. Craig moved to rescind a past authorization for the large pool house sign. Cathy moved to table the discussion. Colin seconded. The motion was unanimously approved.

i. EV charging stations  
Discussion tabled.

j. Inspection of elevated walkways & balconies by Focused Group; need for follow up.  
Discussion tabled.





k. Ins claim re: former owner #264 (Jauchen)  
Discussion tabled.

## **7. NEW BUSINESS (Board to consider, review and possibly vote on...)**

### **a. Frontier upgrade to 100% Fiber up to 7 Gig**

Colin requested approval to contact Frontier to explore what an upgrade to Fiber would look like. Cathy moved to authorize Colin to work with Frontier to investigate the potential upgrade and identify any issues with existing Cox cable lines as well. Joe seconded. This was unanimously approved.

### **b. Amended 2025 annual budget for consideration**

As previously noted, the approved annual 2025 budget needed to be amended to reflect an accrual rather than a cash basis. The modified budget is virtually identical, except for changes in revenue, interest, and taxes. Interest is considered revenue, while taxes are not an allowable reserve expenditure but are an operating expense. Additionally, employee salaries (pool monitor, caretaker, and scribe) were broken out individually. There will be no net changes to the monthly fee, overall expense budget, or contributions to reserves from assessments; only the layout of the line items is being adjusted to comply with proper accounting standards.

Craig moved to adopt the annual budget as presented. Joe seconded. Cathy asked for clarification on the difference between income, expenses and the total budget as expressed on the sheet. Craig clarified that total revenue must match the total expense budget in a nonprofit. The motion was unanimously approved.

### **c. Window replacement responsibility and review previous decision regarding 7636**

Annette provided the new board members with a packet outlining the history of previous discussions on this issue. Cathy moved to table the discussion until the new board members have had time to review the material. Joe seconded. This was unanimously approved.

### **d. Leak and roof repair at 7634 (unit 127: Simmons)**

Discussed in executive session.

### **e. Reimbursement claim from unit 229 (Schaff); 7626 tree fall incident**

Discussion tabled due to the absence of Schaff at the meeting.

### **f. Rekeying storage & record room doors. Master (vendor) key verification; key control log**

All vendors were previously issued the equivalent of master keys; however, the storage and record room doors have now been rekeyed for added security and are no longer included on the master vendor key.

### **g. Replacement of stair treads and brackets**

Discussion tabled.

### **h. Other items to be put on next month's agenda**

- Code of conduct
- Who creates the agenda?
- Internet for the gym

## **8. EXECUTIVE SESSION**

If needed: (Executive Session may only be used to discuss litigation, contracts with 3<sup>rd</sup> parties, member discipline, personnel, upon an owner's request to discuss payment of assessments, foreclosures, disability requests, legal advice, censure of a director, or mental illness of a member); levying fine

- Late payers through end of last month (balances of \$500 or more):
- Internal Dispute Resolution / Levy fines / Bankruptcy / Foreclosure / Small Claims / Write off

## **9. ADJOURNMENT at 9:25pm**

**Next Meeting: Thursday March 13th, 2025, 6PM, 7610 Hollister Board room & Via Zoom**

**Ferguson Management Group (805) 348-4078  
27 W. Anapamu St., Suite 170 Santa Barbara, CA 93101**



Prepared by Julia Ambat, Scribe



Email: [TheGrove@fmgsb.com](mailto:TheGrove@fmgsb.com)





**EUCALYPTUS GROVE HOMEOWNERS ASSOCIATION**  
**BOARD OF DIRECTORS MEETING**  
**THURSDAY, FEBRUARY 20TH, 2025 (6PM)**  
**In person 7610 Hollister Meeting Room & Via Zoom**

**Executive Session Minutes - CONFIDENTIAL (Subject to Board's Approval) -**  
**SUBJECT TO BOARD APPROVAL - Revised 02/27/2025 2:35pm**

Regular Board Meeting adjourned to Executive session at 7:43pm

**Board Members Present:** Colin Smith, Joe Mora, Craig Nicholson, Tom Doty, Cathy Leyva

**Management Present:** Joseph Ferguson

**Board Employees Present:** Julia Ambat, Scribe

**Homeowners Present:** Tamara Simmons, Mark Wu, Ed Chen

**1. Leak in 7634**

Tamara requested that the HOA cover the roof replacement, siding repairs, mold remediation, a second opinion/testing from Insight, and accommodations for her and her dog while repairs are completed. She stated that she believed improper flashing may have contributed to the leaks and requested that her building receive annual inspections moving forward.

Ed discovered moisture behind his wall and requested an investigation for mold, citing the CC&Rs, which hold the HOA responsible for roof maintenance (and Owners responsible for their Units). If mold is found, he wants remediation. Mark echoed Ed's concerns after his contractor found moisture in his walls and requested an investigation and remediation if needed.

Craig clarified that roof repairs for storm damage and leaks fall under the HOA's responsibility, but Unit maintenance and repair for such damage, including mold remediation, remains the owner's responsibility. He had advised Tamara to file an insurance claim when the incident first happened so mold abatement could begin as soon as possible, as such Unit damage is normally a covered loss on her policy, but she declined, claiming that the HOA is liable and referencing possible relevant legal precedents. [one cases she quoted pertain to a nonsuit, the other to a 3rd party intrusion for rape, neither of which apply, and in both cases she cited, the HOA was found NOT to be liable. Claiming negligence does not make it true.] She prefers to resolve the matter directly with the HOA but is prepared to take legal action if necessary. Ed referenced the CC&Rs, which require the HOA to maintain common areas in "first-class condition" (5.5.1 in CC&RS). Craig noted that storm damage is not considered lack of maintenance and the reserve study allocated funds for roof replacement, if this was found to be the problem, but it was not expected until 2031.

Joseph recommended an investigation into what the source of the leak was and whether the roof was installed improperly or without proper flashing. If so, the HOA could pursue the roofer for liability. However, he emphasized that remediation should proceed immediately, with responsibility determined afterward. Tamara requested clarification on who would pay for the affected flooring, drywall, and ceiling.

Craig had already signed an authorization for remediation in unit 127, with responsibility to be determined later. Joe moved to begin remediation in Unit 127 immediately and have Beachside and other independent contractors investigate the damage and source of the leak. Colin seconded, and the motion was unanimously approved.

Tamara plans to stay at Extended Stay America for \$125 per night or a weekly rate and will submit a request for reimbursement. AbateX estimated that the process will take a minimum of five days.

For Ed and Mark, they may submit requests for mold investigation and remediation, with responsibility



determined afterward. Ed expressed a preference for using the same company as Tamara for consistency.

Craig moved to approve work authorization for AbateX in units 256 and 356, with responsibility for the cost to be determined later. AbateX has already assessed unit 356, and the findings were sent to Craig. Joe seconded, and the motion was unanimously approved.

**2. Bomagat #346**

Bomagat previously agreed to pay his fine by December 31st, 2024, but has yet to do so. The board has the option to convert the fine into a lien. Craig and Joseph will discuss this matter privately.

**3. Chris's Complaint Filed Against Tamara**

Both Chris and Tamara shared their perspectives. Tamara apologized for the first complaint, occurring in November 2024, acknowledging that her comment should have been made in executive session. For the second complaint, occurring in December 2024, she denied the accusations and stated that Chris was the one who yelled and confronted her. Craig confirmed that Tamara was aggressive, repeatedly interrupted him, was disruptive, and not following proper meeting decorum.

Cathy and Joe emphasized the need for more professional conduct moving forward. Craig, Chris and Tamara were asked to leave for a moment to give the board a chance to talk amongst themselves. A discussion followed among Cathy, Joe, Tom, and Colin about the best course of action. Cathy moved to prohibit Tamara from serving on any committee for two years. Joe seconded. Colin proposed an amendment to reduce the term to one year (six months per infraction), Cathy agreed to amend her original motion of prohibiting Tamara from serving on any committee for two years, to one year (six months per infraction) which Joe seconded. The amended motion was unanimously approved. Craig, Chris and Tamara were asked to rejoin the meeting at which time Cathy shared the decision the board had made.

In the meantime, the board will work on establishing a formal code of conduct.

The meeting returned to regular session at 9:25pm.





**CalBurrey Roofing  
Construction**  
5090 Santa Susana Ave  
Santa Barbara, CA 93111  
License #1053616  
Phone: (805) 660-1059

02/23/2025

**Company Representative**  
Joshua Burrey  
Phone: (805) 660-1059  
josh@calburrey.com

**EUCALYPTUS GROVE HOMEOWNERS ASSOC. c /o Ferguson Management Group** Job: EUCALYPTUS GROVE HOMEOWNERS ASSOC. c /o Ferguson Management Group  
**Manager: Joseph Ferguson**  
7636 Hollister Avenue  
Goleta, CA 93117  
(805) 569-1121 Ext. 204

## Asphalt Section

Asphalt Section over entire building.

1. Tear off the existing roof down to the sheathing boards.
2. Inspect sheathing and exposed framing for termite and/or dry-rot damaged. Also, check roof nailing for lifting nail heads and proper spacing. If found, notify property manager and replace on a time plus material basis as outlined below. Roof Technician cost is \$90 per hour, plus a 20% industry standard mark-up on materials.
3. Nail on 2" x 4" baked enamel metal drip edge.
4. Nail on one Certainteed Diamond Deck synthetic underlayment base sheet.
5. Flashings: Replace all vent, and pipe flashings.
6. Install owner's choice of Certainteed Landmark class "A" fire-rated composition shingles. New step flashings will be installed at roof to wall and chimney tie-ins.
7. Ridge Vent: Drill holes along each side of the ridge and install ridge vent per manufacturer's specifications.
8. Ridge: Over the ridge vent install matching high profile ridge by Certainteed.
9. Seal, prime, and paint vent and pipe flashings to match roof color.
10. Remove and haul away debris generated by our work, leave gutters and grounds free of debris.

**\*\*PERMIT WILL BE BILLED AT COST\*\***

Option 1 (New Chimney Siding): Remove the existing siding, trim, saddles, and counter-flashing. Install wood backing and install new galvanized metal saddles (with crickets) and z-bar. Wrap chimney in two layers of Tyvek Waterproofing. Install new James Hardie fiber-cement siding and redwood trim. Paint to match existing. Cost \$4,500.00 per chimney (5 in total). \_\_\_\_\_ Initial

Option 2 (New Chimney Caps): Remove the old metal chimney cap and dispose of it. Fabricate and install a new chimney cap that has metal collars for the four 4" chimney pipes. These collars will be soldered in place and rise 2" above the metal cap. Install collars on the 4" pipes. Prime and paint the pipes and new cap white. Cost is \$850.00 per chimney (5 in total). \_\_\_\_\_ Initial

NOTE: EACH ADDITIONAL LAYER IF FOUND OF SHINGLES WILL BE CHARGES AT \$65/roofing square.  
Additional Charges apply if Wood shingles are found.

- Provide 10 year workmanship warranty and provide owner with a CERTAINTEED SURESTART WARRANTY.
- Our Crews are licensed and insured.
- Crews will maintain safety requirement at all times during the construction process

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: see below Payment is to be made as follows: 50% due upon delivery of materials, balance is due upon completion.

Materials are guaranteed to be as specified. All work is to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

NOTE: THE PRICE MAY BE SUBJECT TO CHANGE AT ANY TIME DUE TO MARKET VOLATILITY. IF PRICES INCREASES ON A PRODUCT THE DIFFERENCE IN PRICE WILL BE BILLED AT COST PLUS 20% MARK-UP.

ACCEPTANCE OF PROPOSAL: The below price(s), specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I have read and agree to the Standard Terms set forth on the attached documents of this agreement and any additional attachments hereto.

TOTAL

\$73,830.00

Starting at **\$757/month** with  **Acorn** • **APPLY**  
FINANCE

### CalBurrey Roofing Construction

1. **LICENSEE'S STATEMENT.** Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95826. **To verify the status of a contractor's license, State Contractors License Board 24 hour automated system number is 1-(800) 321-2752.**
2. **RIGHT TO CANCEL.** You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached "Notice of Cancellation" form for an explanation of this right.
3. **FAILURE TO SUBSTANTIALLY COMMENCE WORK.** Our failure, without lawful excuse (such as delay caused by weather, strikes, or material shortages), to substantially commence your work within twenty (20) days of the approximate commencement date set forth on the facing page of this agreement will constitute a violation of the California Contractor's license law. As used herein, substantial commencement of work means either commencement of repair or in event of retrofitting and/or decking, commencement of preparation of surface.
4. **NOTICE OF MECHANIC'S LIEN RIGHTS AND OBLIGATIONS.** Under the California Mechanic's Lien Law, any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the subcontractors, laborers, or suppliers remain unpaid. To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Original (or prime) contractors or laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid. (Generally, the maximum allowed for filing a claim or lien against your property is ninety (90) days after completion of your project.) **TO ENSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:**
  - (a) Require that your contractor supply you with a payment and performance bond (not a license bond) which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond, as well as a copy of the construction contract, should be filed with the county recorder for your further protection.
  - (b) Require that payments be made directly to subcontractors and material suppliers through a joint control. Any joint control agreement should include the addendum approved by the Registrar of Contractors.
  - (c) Issue joint checks for payment made out to both your contractor and subcontractors or material suppliers involved in the project. This will help to ensure that all persons due payment are actually paid.
  - (d) After making payment on any complete phase of the project, and before making any further payments, require your contractor to provide you with unconditional lien releases signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. On projects involving improvements to a single-family residence or duplex owned by individuals, the persons signing these releases lose the right to file a claim against your property. In other types of construction, this protection may still be important but may not be as complete. **TO PROTECT YOURSELF UNDER THIS OPTION, YOU MUST BE CERTAIN THAT ALL MATERIAL SUPPLIERS, SUBCONTRACTORS, AND LABORERS HAVE SIGNED.**
5. **EXTRA WORK.** Should you, your construction lender, or any public body or inspector direct any modification or addition to the work covered by this agreement, the costs shall be added to the contract price reflected on the facing page of this agreement. Request for extra work should be made in writing, but CalBurrey Roofing Construction will be entitled to be paid for extra work whether reduced to writing or not. Expenses incurred because of unusual or unanticipated conditions shall be paid for by you as extra work. Cost of materials described may be subject to market changes; CalBurrey Roofing Construction maintains the right to notify the owner prior to the commencement of any work if such cost changes have occurred.

During the removal of the old roofing (typically wood shingle roofs) some debris and dust will fall into the attic. Covering the attic with plastic is not included but can be done for an additional fee. Because of the worker's weight on the rafters, there is a possibility ceiling damage could occur; therefore, we will ask the owner to sign a waiver before this work can be done.
6. **LATE PAYMENT.** All payments described on the facing page of this agreement are due in full on the date specified. If we do not receive your payment within ten (10) days after the due date, a late payment charge equal to 18% per annum will be imposed on the amount due. If payments are not made within ten (10) days of their due date, we may stop work on your project until such time as all payments due have been made. If a payment is not made within 20 days after its due date, such action will constitute a material breach of this agreement and will entitle us to abandon your project and sue you for the reasonable value of the work we have performed prior thereto or for damages for breach of contract.
7. **NON-RESPONSIBILITY FOR ASBESTOS ABATEMENT.** This agreement is based on the assumption that your existing roof does not contain asbestos or any material containing asbestos. We are not engaged in the identification, abatement, encapsulation, or removal of asbestos or asbestos-containing materials, and we will not be responsible for asbestos abatement or removal. In the event that asbestos or material containing asbestos is discovered during the course of the work described in this agreement, we reserve the right to rescind this contract and receive payment for work performed or to suspend our work for a reasonable period of time while you engage a firm specializing in the removal and disposal of asbestos to remove the asbestos from the worksite. We shall be entitled to reasonable compensation for extra expenses incurred by us as a result of the presence of asbestos-containing material at the worksite, and you, by accepting this agreement, agree to release us from any such claims, demands, or damages. In consideration of our agreement to perform the work described in this agreement, you hereby agree to indemnify, defend, and hold us harmless from and against any and all liability, damages, losses, claims, demands, or lawsuits arising out of or relating to the presences of asbestos or asbestos-containing material at your worksite.
8. **MOLD AND FUNGUS.** The inspection for mold is not included in our bid.
9. **WARRANTY.** Warranty is as stated on contract and starts upon completion of job. Our warranty covers labor and installation of the roof and it's components. Proper maintenance and cleaning are not included in our warranty and should be performed annually or as needed. Should a leak occur CalBurrey Roofing Construction requires notification within (24) hours to prevent damage or further damage. Mold caused from the result from unreported leaks is not covered. Materials used are warranted by the manufacturer if applicable.
10. **ATTORNEY'S FEES.** Should any action or proceeding be necessary to construe or enforce the terms of this agreement, or the application or validity thereof, then the party prevailing in such action shall be entitled to recover its reasonable attorneys' fees and other court costs, together with any costs and attorneys' fees incurred in enforcing any judgment entered therein.

Below is a list of what to expect during your roofing project. If you have any questions, please call.

1. Pre-site: One of our employees will redraw your roof and double check all measurements. We will order our materials from this drawing. He will knock on your door and if no one is home, he will leave a card.
2. The Approximate Start Date: Our Production Manager will call you the week before your job is to begin in order to schedule the day the job will start. Remember, the start date in your contract is an approximate date.
3. Roof removal and replacement can be very dusty and you can expect a certain amount of debris around the house during this process. However, we do our best to make it as clean and neat as possible. If possible, if you are going to be at the house during this process we ask that everyone and pets remain inside during the process.
4. Consolidate and cover any items in the garage and attic, which may get dust or debris on them. Debris that may fall in the attic during tear off is not the responsibility of CalBurrey Roofing. If you would like the company to remove any debris in the attic it is done at a rate of \$100 per/hr.
5. Cover anything under skylights, which may be affected by dust and/or debris due to the removal and re-installation of the new roof.
6. In homes with open beam ceilings, *extra care* should be taken to cover furniture, rugs, and other items that may get dusty, etc.
7. You may experience some vibration of your roof and walls from the loading of materials and installation of the new roof. Loose items (*china, paintings, collectibles, etc.*) should be secured or removed during the job. Chandeliers or lights not mounted on the ceiling should be secured.
8. Remove vehicles from the garage and driveway. We will need the driveway as a designated work area for materials and refuse.
9. Move pets to a secure environment away from the dust, debris and noise – possibly with friends or neighbors, or if you have a very anxious pet, maybe a Vet can give advice.
10. Cover and move plants, tables or other items of concern that may be subject to dust and debris around the exterior of the house. For example, pools should be checked daily for debris and nails (*we strongly suggest covering your pool while the project is in process*). Advise us of anything we may overlook.
11. Homeowner is responsible for getting Homeowners Association approval. Please fax approval to our office. We must have it so we can pull permits.
12. With homeowner's approval, we will be placing a job sign in front yard approximately one week before the job start and picking it up one – to two weeks after job completion.
13. Any solar panels must be drained, disconnected and capped prior to start of job.
14. Any satellite dishes are the homeowner's responsibility to remove, replace or adjust.
15. Homeowner's responsibility to check water heater connections and make sure they are connected and okay.
16. Mowing your lawn prior to the roofing job aids tremendously in the cleanup and removal of nails. If your grass is not cut when we do the roofing project nails remaining in your yard is a real possibility.
17. We will be leaving a ladder up for final inspection when job is completed.

If you have any questions or concerns before, during, or after your roofing project, please call us. While the job is in process, call at once so that we may address your concerns immediately. Good communication is necessary throughout the process in order to have a smooth roofing project. We thank you again for the opportunity to serve you.

CalBurrey Roofing Construction

Josh Burrey, President

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Company Authorized Signature

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Date

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Customer Signature

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Date

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Customer Signature

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